

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Matthew K. Knoneborg

Debtor

Specialized Loan Servicing LLC as servicer for  
HSBC Bank USA, National Association, as  
trustee for GSAA Home Equity Trust 2005-7

Movant

vs.

Matthew K. Knoneborg

Debtor

Melissa Knoneborg

Co-Debtor

William C. Miller, Esquire

Trustee

CHAPTER 13

NO. 18-17702 AMC

11 U.S.C. Sections 362 and 1301

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages referenced in the motion have been cured, and Debtor(s) is/are current on post-petition loan payments through February 2020.
2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due March 1, 2020 in the amount of \$942.06.
3. In the events the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay. In the event of a second default pursuant to the terms of this Stipulation, the Movant may filed a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein .

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.


6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

Date: March 11, 2020

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 3/16/20

  
Zachary Perlick, Esquire  
Attorney for Debtors


Date: 3/23/2020

/s/ Jack Miller, Esquire, for  
William C. Miller, Esquire  
Chapter 13 Trustee

*\*No objections to its  
terms, without  
prejudice to any of our  
rights and remedies*

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2020. However, the court retains discretion regarding entry of any further order.

Date: March 24, 2020

  
Bankruptcy Judge  
Ashely M. Chan